THIS INSTRUMENT PREPARED BY:	*	OWNER/RESPONSIBLE TAXPAYER:
	*	
J. Randolph Miller, Esquire	*	ROC Solid Foods, LLC
Long, Ragsdale & Waters, P.C.	*	955 Buckhorn East
1111 Northshore Drive, N.W.	*	Atlanta, Georgia 30350
Suite S-700	*	
Knoxville, Tennessee 37919	*	
	*	Tax Parcel: 026-174R 000

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $875,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this 11 day of March, 2016.

JENNIFER McCAGUE
STATE OF TENNESSEE NOTARY PUBLIC
Comm. Exp. 8-31-2019
KNOX COUNTY

Notary Public

My commission expires:

LIMITED WARRANTY DEED

THIS INDENTURE, made as of the 31 day of March, 2016, by and between **CHM RIVERGATE, LLC, a Tennessee limited liability company**, (hereinafter referred to as "Grantor") and **ROC SOLID FOODS, LLC, a Georgia limited liability company,** (hereinafter referred to as "Grantee").

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and for other good and valuable consideration in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and does hereby grant, bargain, sell and convey unto Grantee the following described premises, with the hereditaments and appurtenances thereto appertaining, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TO HAVE AND TO HOLD the said Premises to the said Grantee, its successors and assigns forever.

And Grantor does hereby covenant with Grantee, that Grantor is lawfully seized in fee simple of the Premises, has full power, authority and right to convey such interest in the same, that such Premises are free from all encumbrances except for the lien for real estate taxes, those Permitted Encumbrances described on Exhibit "B" attached hereto, and other documents of record, and that Grantor will forever warrant and defend the title to such interest in said Premises against the lawful claims of all persons claiming by, through or under Grantor, but no further or otherwise.

The Grantor further makes no warranties or representations as to the title to any improvements appurtenant to the property which exist outside of the boundaries of the herein described property and as may encroach upon the property of any other person or entity.

BILL GARRETT, Davidson County
Trans:T20160026616 DEEDWARR
Recvd: 04/01/16 14:32 4 pgs
Fees:23.00 Taxes:3237.50
20160401-0031214

THE PREPARER OF THIS DEED MAKES NO REPRESENTATION AS TO THE STATUS OF TITLE TO THE PROPERTY DESCRIBED ON EXHIBIT A HERETO, THIS DEED HAS BEEN PREPARED SOLELY FROM INFORMATION FURNISHED TO THE PREPARER WHO MAKES NO REPRESENTATION WHATSOEVER OTHER THAN IT HAS BEEN ACCURATELY TRANSCRIBED FROM THE INFORMATION PROVIDED. The terms "Grantor" and "Grantee" and any pronouns shall be read in the singular and plural number and in such gender as the context may require.

IN WITNESS WHEREOF, Grantor has executed this instrument as of the date first above written.

CHM RIVERGATE, LLC

By: James H. Harrison

Its: President

STATE OF TENNESSEE
COUNTY OF Knox

Before me, a notary public of the state and county aforesaid, personally appeared James H. Harrison, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself to be the President of **CHM RIVERGATE, LLC**, the within named bargainor, a Tennessee limited liability company, and he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the limited liability company by himself as President of the limited liability company.

Witness my hand and seal this 11 day of March, 2016.

Jennifer McCague
Notary Public
My Commission Expires:

JENNIFER McCAGUE
STATE OF TENNESSEE NOTARY PUBLIC
Comm. Exp. 8-31-2019
KNOX COUNTY

2943-207
Limited Warranty Deed
Jrm/deeds

EXHIBIT A

BEING located in the 10th Councilmanic District of Davidson County, Tennessee, being located northeasterly of U.S Highway 31E (State Route 6, Gallatin Pike) and Liberty Lane intersection and being all of Lot 3 of Resubdivision of Lot 1 of Plat of Partition Plat of Wal-Mart Liberty Subdivision as recorded in Instrument # 20160314-0024242, in the Davidson County Register of Deeds Office and being more particularly described as follows:

BEGINNING at a new iron pin monument in the northerly right-of-way of U.S. Highway 31E (State Route 6, Gallatin Pike), said monument being a southwesterly corner common to Lot 2 on the Final Plat of Partition Plat of Wal-Mart Liberty Subdivision as recorded in Instrument #20131115-0118339, in the Davidson County Register of Deeds Office;

Thence continuing along with the northerly right-of-way of U.S Highway 31E (State Route 6, Gallatin Pike) with a curve turning to the left with an arc length of 144.33', with a radius of 5794.00', with a chord bearing of S 57°26'11" W, with a chord length of 144.33', to a new iron pin monument, said monument being the southeasterly corner of Lot 2 of Resubdivision of Lot 1 of Plat of Partition Plat of Wal-Mart Liberty Subdivision as recorded in Instrument # 20160314-0024242, in the Davidson County Register of Deeds Office;

Thence leaving said northerly right-of-way of U.S Highway 31E (State Route 6, Gallatin Pike) and continuing along with the easterly line of Lot 2 of Resubdivision of Lot 1 of Plat of Partition Plat of Wal-Mart Liberty Subdivision, N 28°42'23" W a distance of 271.26' to a new iron pin monument, said monument being the southerly line of Lot 2 on the Final Plat of Partition Plat of Wal-Mart Liberty Subdivision as recorded in Instrument #20131115-0118339, in the Davidson County Register of Deeds Office;

Thence leaving said Lot 2 of Resubdivision of Lot 1 of Plat of Partition Plat of Wal-Mart Liberty Subdivision and continuing along Lot 2 on the Final Plat of Partition Plat of Wal-Mart Liberty Subdivision the following two calls: N 61°17'37" E a distance of 144.00' to a new iron pin monument;

Thence S 28°42'23" E a distance of 261.55' to a new iron pin monument, which is the point of beginning, having an area of 38,319 square feet, 0.88 acres more or less.

All bearings based on Tennessee State Plane (NAD 83)

This description was prepared by Blue Ridge Surveying, Inc., certified by Brian M. Reifschneider RLS #2487, and dated December 8, 2015.

Together with and subject to the rights of others granted and obligations imposed in the Access Easement executed by Wal-Mart Real Estate Business Trust and CHM Rivergate, LLC dated March, 31, 2016, of record in Instrument 20160401-0031202 in the Davidson County Register of Deeds Office.

BEING the same property conveyed to CHM Rivergate, LLC, a Tennessee limited liability company, by Special Warranty Deed dated March, 31, 2016 from Wal-Mart Real Estate Business Trust, a Delaware Statutory Trust, of record in Instrument 20160401-0031201, Register's Office for Davidson County, Tennessee

BEING part of the same property conveyed to Wal-Mart Real Estate Business Trust, a Delaware Statutory Trust by Quitclaim Deed dated August 28, 2006 from David K. Adams, unmarried, Robert Perry Morris and wife, Ginger Morris, and Iva Jewel Williams, a/k/a Iva Jewell Williams, unmarried of record in Instrument No. 20060905010952l, Register's Office for Davidson County, Tennessee, less and except Grantee's Tract.

EXHIBIT B
(Permitted Encumbrances)

1. Taxes for 2016 and subsequent years are a lien but not yet due or payable.
2. Stormwater Detention Agreement dated September 23, 1992 conveyed to The Metropolitan Government of Nashville and Davidson County of record in Book 8783, page 193 in the Davidson County Register of Deeds Office.
3. Agreement for Dedication Easement for Sanitary Sewers and/or Storm Drainage Water Main, Pumps and Appurtenances dated September 20, 2013 of record in Instrument 20131014-0107385 in the Davidson County Register of Deeds Office.
4. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage Water Main, Pumps and Appurtenances dated September 20, 2013 of record in Instrument 20131014-0107398 in the Davidson County Register of Deeds Office.
5. Matters shown on plat of record in Instrument 20131115-0118339 in the Davidson County Register of Deeds Office.
6. Matters including easement recited in Installment Deed dated November 1, 1966 of record in Book 4079, page 368 in the Davidson County Register of Deeds Office.
7. Plat of survey of Brian M. Reifschneider, Tennessee RLS No. 2487, dated March 7, 2016, discloses the following:
    a. 24 feet wide access easement along rear lot line;
    b. 20 feet wide sewer line easement and variable access easement of record in Instrument 20131014-0107398 in the Davidson County Register of Deeds Office;
    c. Permissible access point as shown in the rear portion of the lot; and,
    d. Minimum building setback lines to conform to zoning.
8. Matters shown on the Resubdivision of Lot 1 of Partition Plat of Wal-Mart Liberty Subdivision of record in Instrument 20160314-0024242 in the Davidson County Register of Deeds Office.
9. Declaration of Easements, Covenants and Restrictions dated as of March, 31, 2016, of record in Instrument 20160401-0031204 in the Davidson County Register of Deeds Office.
10. Conditions and restrictions set forth in the Special Warranty Deed from Wal-Mart Real Estate Business Trust to CHM Rivergate, LLC, dated March, 31, 2016, of record in Instrument 20160401-0031201 in the Davidson County Register of Deeds Office.
11. Together with and subject to the rights of others granted and obligations imposed in the Utility Easement Agreement executed by Wal-Mart Real Estate Business Trust and CHM Rivergate, LLC dated March, 31, 2016, of record in Instrument 20160401-0031203 in the Davidson County Register of Deeds Office.
12. Together with and subject to the rights of others granted and obligations imposed in the Access Easement executed by Wal-Mart Real Estate Business Trust and CHM Rivergate, LLC dated March, 31, 2016, of record in Instrument 20160401-0031202 in the Davidson County Register of Deeds Office.
13. Together with and subject to the rights of others granted and obligations imposed in the Declaration of Maintenance Covenants executed by Wal-Mart Real Estate Business Trust and CHM Rivergate, LLC dated March, 31, 2016, of record in Instrument 20160401-0031200 in the Davidson County Register of Deeds Office.